

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

In Re: DISPOSABLE CONTACT LENS ANTITRUST LITIGATION	Case No. 3:15-md-2626-HES-JRK Judge Harvey E. Schlesinger Magistrate Judge James R. Klindt
THIS DOCUMENT RELATES TO: All Class Actions	

**DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND
ADEQUACY OF NOTICE PLAN**

I, Cameron Azari, declare as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and I have served as an expert in dozens of federal and state cases involving class action notice plans.

3. I am the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”); a firm that specializes in designing, developing, analyzing and implementing large-scale legal notification plans. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc. (“Epiq”).

4. I previously executed my *Declaration of Cameron R. Azari, Esq. on Notice Plan* on August 8, 2019, related to the Settlement with CooperVision, Inc. Subsequently, I executed my *Supplement Declaration of Cameron R. Azari, Esq. on Notice Plan* on September 17, 2019, related to the Settlement with Bausch & Lomb Inc. In both declarations, I detailed Hilsoft’s class action notice experience and attached Hilsoft’s *curriculum vitae*. I also provided my educational and

professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs.

5. This declaration will describe the implementation of the Settlement Notice Plan (“Notice Plan” or “Plan”) and Notices (the “Notice” or “Notices”) for the two Settlements one for CooperVision, Inc. (“CVI”) and one for Bausch & Lomb Inc. (“B&L”) and also for the Notice of an order certifying Litigation Classes asserting claims against Alcon Laboratories, Inc. (“Alcon”), Johnson & Johnson Vision Care, Inc. (“JJVC”) and ABB Concise Optical Group, LLC (“ABB”) for *In re Disposable Contact Lens Antitrust Litigation*, Case No. 3:15-md-2626-HES-JRK, in the United States District Court for the Middle District of Florida, Jacksonville Division.

OVERVIEW

6. On October 8, 2019, the Court issued the *Order Preliminarily Approving Settlement Agreement with Bausch & Lomb, Inc. and Amendment of Proposed Notice Plan* (“B&L Preliminary Approval Order”). Previously on July 10, 2018, the Court issued the *Order Preliminarily Approving Settlement Agreement with Coopervision, Inc. Certifying the Settlement Class, and Appointing Class Counsel and Class Representatives for the Settlement Class* (“CVI Preliminary Approval Order”). After the B& L Preliminary Approval Orders was entered, we began to implement the Notice Program to provide notice to the Litigation and Settlement Classes.

7. This declaration will detail the notice activities undertaken and explain how and why the Notice Plan was comprehensive and well-suited to the Litigation and Settlement Classes. This declaration will also discuss the administration activity to date. The facts in this declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues from Hilsoft and Epiq, who worked with us to implement the notification effort.

NOTICE PLAN SUMMARY

8. Rule 23 of the Federal Rules of Civil Procedure directs that the best notice practicable under the circumstances must include “individual notice to all members who can be identified through reasonable effort.”¹ The Notice Plan here satisfied this requirement. The Notice Plan provided for emailing and/or mailing individual notice to all Class Members who were reasonably identifiable, which resulted in 2,445,387 Notices sent. Address updating (both prior to mailing and on undeliverable pieces) and re-mailing protocols met or exceeded those used in other class action settlements. Because undeliverable remailing efforts are still in process, I will provide the Court with a supplemental declaration prior to the Final Approval Hearing, which will include the final combined calculated reach (individual notice combined with media) of the Notice Plan as implemented. The extensive media plan detailed below reached approximately 71% of potential Class Members (defined as “adults aged 18 years old and older who have purchased disposable contact lenses”). Based on the extensive email and postcard individual notice efforts, combined with the media plan, the actual reach of the notice was certainly higher than 71%.

9. Because data was not available for a significant portion of the Classes, an extensive media Notice Plan was implemented to reach potential Class Members. In order to quantify the performance of the media Notice Plan to the selected target audience (defined as “adults aged 18 years old and older who have purchased disposable contact lenses”), data sources and tools that are commonly employed by experts in this field were used to analyze the reach² of the media portion of this Notice Program.

¹ FRCP 23(c)(2)(B).

² Reach is defined as the percentage of a class exposed to a notice, net of any duplication among people who may have been exposed more than once. Notice “exposure” is defined as the opportunity to read a notice.

10. In my opinion, the Notice Plan as designed and implemented to date, has reached the greatest practicable number of potential Class Members through the use of individual notice and media. In my opinion, the Notice Plan is the best notice practicable under the circumstances of this case and satisfies the requirements of due process, including its “desire to actually inform” requirement.³

NOTICE PLAN
Individual Notice

11. Between July 19, 2019 and October 25, 2019, Epiq received 21 files with records of potential Class Members, including available names, addresses and email addresses. Based on discussions between Epiq and the parties, rules and requirements were formulated to clean, analyze, de-duplicate, roll-up, and upload these files into a “Notice Database.”

12. The Notice Database contains 2,445,403 unique potential Class Member records, 2,445,387 with sufficient data to mail or email notice. The Notice Database was used to provide individual notice to the Litigation and Settlement Classes.

Email Notice

13. On December 2, 2019, Epiq sent an Email Notice to 1,973,549 potential Class Member records with an associated facially valid email address. The Email Notice was created using an embedded html text format. This format provided easy-to-read text without graphics,

³ *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”); *see also In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 567 (9th Cir. 2019) (“To satisfy Rule 23(e)(1), settlement notices must ‘present information about a proposed settlement neutrally, simply, and understandably.’ ‘Notice is satisfactory if it generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.’”) (citations omitted); N.D. Cal. Procedural Guidance for Class Action Settlements, Preliminary Approval (3) (articulating best practices and procedures for class notice).

tables, images and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. Each Email Notice was transmitted with a unique message identifier. If the receiving email server could not deliver the message, a “bounce code” was returned along with the unique message identifier. For any Email Notice for which a bounce code was received indicating that the message was undeliverable, at least two additional attempts were made to deliver the Notice by email. After completion of the initial Email Notice effort, 501,119 Email Notices remain undeliverable.

14. For Email Notices that bounced back as undeliverable after multiple attempts, a Postcard Notice is sent to Class Members for whom an associated physical address exists.

15. The Email Notice included an embedded link to the case website. By clicking the link, recipients are able to easily access a more detailed Notice, the Settlement Agreements, and other information about the settlements, as well as file a claim online. The Email Notice is included as **Attachment 1**.

Direct Mail Notice

16. On December 2, 2019, Epiq sent a Postcard Notice to 501,838 potential Class Member records with an associated physical address and without a facially valid email address. The Postcard Notice was sent via United States Postal Service (“USPS”) first class mail. Prior to mailing, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the USPS.⁴ Any addresses that was returned by the NCOA database as invalid was updated through a third-party address search service. In addition, the addresses were

⁴ The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and known address.

certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today. The Postcard Notice is included as **Attachment 2**.

17. The return address on the Postcard Notices is a post office box maintained by Epiq. The USPS automatically forwards Postcard Notices with an available forwarding address order that has not expired (“Postal Forwards”). For Postcard Notices returned as undeliverable, Epiq re-mails the Notice to any new address available through postal service information (for example, to the address provided by USPS on returned pieces for which the automatic forwarding order has expired, but which is still during the period in which the USPS returns the piece with the address indicated).

18. Epiq also obtains better addresses by using a third-party lookup service. Upon successfully locating better addresses, Postcard Notices are promptly re-mailed. As of January 15, 2020, the USPS has sent 3,639 Postal Forwards. As of January 15, 2020, Epiq has received 57,611 undeliverable Postcard Notices and re-mailed 46,081 Postcard Notices for those addresses where a forwarding address was provided or address research identified a new address. Address updating and re-mailing for undeliverable Postcard Notices is ongoing and will continue through the Final Approval Hearing.

Consumer Publication

19. On December 13, 2019, a Publication Notice appeared once in the national edition of *People* magazine, as a 1/3 page ad unit. *People* is the number one consumer publication in the United States. *People’s* circulation is 3.4 million. A copy of the Publication Notice is included as **Attachment 3**. A copy of the Tear Sheet is included as **Attachment 4**.

Internet Banner Notices

20. Internet advertising has become a standard component in legal notice programs. The Internet has proven to be an efficient and cost-effective method to target and provide measurable reach of persons covered by a settlement. According to GfK MRI syndicated research, over 95% of adults who use contact lenses are online.

21. Banner ads were run on select websites where Class Members may visit regularly, and utilized networks based on cost efficiency, timing, and their contribution to the overall reach of the target. The text of the banner advertisements allowed users to identify themselves as potential Class Members and directly linked them to the case website for more information. Examples of the Banner Notices are included as **Attachment 5**.

22. Banner Notices measuring 728x90 pixels, 300x600, 970x250 and 250x300 pixels were placed online across the popular display ad networks *Google Display Network*, *Yahoo!* and *Sizmek*. Combined, these ad networks cover 90% of the U.S. population that is online. Notice was targeted to adults 18 years old and older (“adults 18+”).

23. Newsfeed and Right Hand Column Banner Notices were also placed on *Facebook*. Notices were targeted to adults 18+ as well as adults 18+ who have identified an interest in the specific contact lens brands included in the Settlements, contact lenses, corrective lenses and glasses. Facebook is the leading social networking site with over 200 million users in the U.S. In addition, Banner Notices Newsfeed Notices were placed on *Instagram* to users who have identified an interest in contact lenses, corrective lenses and glasses. Finally, online ads were translated into Spanish and targeted to Spanish speakers on the *Pulpo Ad Network*.

24. Banner Notices were placed online as detailed in the following chart.

Online Banners	Impressions	Run Dates	Targeting
<i>Facebook</i>	32,035,608	12/2/19 – 1/1/20	A18+ & A18+ whose interests include Acuvue, Alcon, Bausch & Lomb, CooperVision
<i>Facebook</i>	26,043,647	12/2/19 – 1/1/20	A18+ whose interests include Contact Lenses, Corrective Lenses, and/or Glasses
<i>Instagram</i>	8,611,011	12/2/19 – 1/1/20	A18+ whose interests include Contact Lenses, Corrective Lenses, and/or Glasses
<i>Pulpo Spanish Ad Network</i>	8,269,259	12/2/19 – 1/1/20	A18+ Spanish Speakers
<i>Display Ad Network (including Google Display Network, Sizmek, & Yahoo)</i>	237,954,388	12/2/19 – 1/1/20	A18+

25. Combined, approximately 312.9 million adult impressions were generated by the Banner Notices, which ran from December 2, 2019, through January 1, 2020.

Internet Sponsored Search Listings

26. To facilitate locating the case website, sponsored search listings were acquired on the three most highly-visited internet search engines: *Google*, *Yahoo!* and *Bing*. When search-engine visitors search on common keyword combinations selected for the Settlements (such as “contact lens class action” or “CooperVision settlement”) the sponsored search listing is generally displayed at the top of the page prior to the search results or in the upper right-hand column of the web-browser screen.

27. As of January 13, 2020, the sponsored search listings have been displayed 12,300 times, resulting in 5,029 clicks that displayed the case website. A complete list of search terms developed in conjunction with counsel prior to the start of the campaign is included as **Attachment 6**. Examples of the sponsored search listing as displayed on each search engine are included as **Attachment 7**. The sponsored search listings will continue to run through the January

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31, 2020, exclusion and objection deadline.

Informational Release

28. To build additional reach and extend exposures, a party-neutral Informational Release was issued on December 2, 2019, to approximately 5,000 general media (print and broadcast) outlets across the United States and 4,500 online databases and websites. The Informational Release served a valuable role by providing additional notice exposures beyond those already provided by the paid media. A copy of the Informational Release is included as **Attachment 8**.

Case Website, Toll-free Telephone Number and Email & Postal Mailing Address

29. On December 1, 2019, a dedicated website was established for the Settlements with the easy-to-remember domain name (www.ContactLensSettlement.com) was established. Class Members are able to obtain detailed information about the case and review key documents, including the Postcard Notice, Long Form Notice, Claim Form, Settlement Agreements, Complaint and the Orders Preliminarily Approving the Settlement Agreements, as well as answers to frequently asked questions (FAQs). The case website address was displayed prominently in all Notice documents. Visitors to the case website are also able to file an easy online claim. The Long Form Notice is included as **Attachment 9**.

30. As of January 15, 2020, there have been 221,760 unique visitors to the website and 549,714 website pages presented.

31. On December 1, 2019, a toll-free telephone number (877-253-3649) was also established to allow Class Members to call for additional information, listen to answers to FAQs. The toll-free telephone number was prominently displayed in the Notice documents as well. This automated phone system is available 24 hours per day, 7 days per week.

32. As of January 15, 2020, the toll-free telephone number has handled 1,777 calls representing 6,007 minutes of use.

33. A post office box for correspondence about the Settlements was also established and maintained, to allow Class Members to contact the Administrator by mail with any specific requests or questions, including requests for exclusion.

34. As of January 15, 2020, 31 pieces of correspondence and 1,376 emails have been received.

Exclusion Requests and Objections

35. The deadline for Class Members to request exclusion or to object is January 31, 2020. As of January 15, 2020, Epiq has received six requests for exclusion. As of January 15, 2020, it is my understanding that no objections have been filed. I will provide a supplemental declaration to the Court prior to the Final Approval Hearing to provide information regarding the requests for exclusions and any objections to the Settlement.

CONCLUSION

36. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by state and local rules and statutes, and by case law pertaining to the recognized notice standards under Rule 23. This framework directs that the notice program be optimized to reach the class and, in a class action notice situation such as this, that the notice or notice program itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All of these requirements were met in this case.

37. The nationwide print and online media portions of the Notice Plan effectively reached approximately 71% of the Class (users of disposable contact lenses). Combined with the extensive

email and postcard individual notice efforts, the actual reach of the notice was certainly higher than 71%. In 2010, the Federal Judicial Center issued a Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide. This Guide states that, "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%." Here, we developed and implemented a Notice Plan that met that standard.

38. The Notice Program implemented and described above provided for the best notice practicable under the circumstances of this case, conformed to all aspects of the Rule 23, and comported with the guidance for effective notice set out in the Manual for Complex Litigation, Fourth.

39. The Notice Plan schedule afforded sufficient time to provide full and proper notice to Class Members before the opt-out and objection deadlines.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 16, 2020, at Beaverton, Oregon.



Cameron R. Azari

Attachment 1

From: [Disposable Contacts Antitrust Litigation](#)
To: [Court Authorized Notice of Settlement](#)
Subject:
Date:

Notice of Class Action Settlement

If You Purchased Certain Disposable Contact Lenses for Your Own Use Between June 1, 2013 and the Present, a Class Action Lawsuit and Settlements with Two of the Defendants Could Affect Your Rights.

The purpose of this notice is to provide information concerning Settlements in a class action lawsuit with CooperVision, Inc. (“CVI”) and Bausch & Lomb Inc. (“B&L”), and to also notify you of an order certifying Litigation Classes asserting claims against Alcon Vision, LLC (“Alcon”), Johnson & Johnson Vision Care, Inc. (“JJVC”), and ABB Concise Optical Group, LLC (“ABB”). The lawsuit alleges illegal minimum retail pricing policies adopted by contact lens manufacturers starting in June 2013 with regard to the distribution and sale of certain disposable contact lenses. The safety and effectiveness of contact lenses manufactured by the Defendants are not at issue in this lawsuit. For comprehensive information about the claims, rulings, and events in the case, visit the settlement [website](#). CVI and B&L deny that they did anything wrong and the other Defendants also deny they did anything wrong and continue to defend the claims in the lawsuit. The Court has not decided who is right.

You received this email because records indicate you may be a Class Member. The CVI Settlement Class includes purchasers of certain contact lenses manufactured by Alcon, B&L, CVI, or JJVC in the United States for your personal use between June 1, 2013 and the present. The B&L Settlement Class and the Litigation Classes include purchasers of certain contact lenses manufactured by Alcon, B&L, or JJVC in the United States for your personal use between June 1, 2013 and December 4, 2018. Please visit www.ContactLensSettlement.com to see a list of the disposable contact lenses with corresponding dates of purchase that are included in the Settlement and Litigation Classes.

How can I get a payment? The Settlements with CVI and B&L establish two Settlement Funds (\$3 million for CVI and \$10 million for B&L). You can file an easy online claim now at www.ContactLensSettlement.com. The deadline to file your claim is January 31, 2020. In order to maximize efficiency, the CVI and B&L settlement funds will be distributed to claimants at a later stage of the case. Please be patient and check the website for updates.

Your other options. If you do not want to be legally bound by the CVI or B&L Settlements, and/or if you do not want to be included in the Litigation Classes, you must exclude yourself by January 31, 2020. If you do not exclude yourself, you will release any claims you may have, as more fully described in the [Settlement Agreements](#). You may object to the CVI and/or B&L Settlements by January 31, 2020. The [Detailed Notice](#) explains how to exclude yourself or object. The Court will hold a Hearing on February 25, 2020, to consider whether to approve the Settlements and requests for attorneys’ fees of up to one-third (33.3%) of the Settlement Funds, expenses, and service awards to each of the Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don’t have to. For more information, call 1-877-253-3649 or visit the settlement [website](#).

Please note: This e-mail message was sent from a notification-only address that cannot accept incoming e-mail. Please do not reply to this message.

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

Attachment 2

Disposable Contact Lenses
Settlement Administrator
PO Box 2995
Portland, OR 97208-2995



Important Notice About Class Action Settlements

If You Purchased Certain Disposable Contact Lenses for Your Own Use Between June 1, 2013 and the Present, a Class Action Lawsuit and Settlements with Two of the Defendants Could Affect Your Rights.



The purpose of this notice is to inform you of the Settlements with a class of consumers with CooperVision, Inc. ("CVI") and Bausch & Lomb Inc. ("B&L"), and to also notify you of an order certifying Litigation Classes asserting claims against Alcon Vision, LLC ("Alcon"), Johnson & Johnson Vision Care, Inc. ("JJVC"), and ABB Concise Optical Group, LLC ("ABB"). The lawsuit alleges illegal minimum retail pricing policies adopted by contact lens manufacturers starting in June 2013 with regard to the distribution and sale of certain disposable contact lenses. The safety and effectiveness of contact lenses manufactured by the Defendants are not at issue in this lawsuit. For comprehensive information about the claims, rulings, and events in the case, visit the website below. CVI and B&L deny that they did anything wrong and the other Defendants also deny they did anything wrong and continue to defend the claims in the lawsuit. The Court has not decided who is right.

You received this notice because records indicate you may be a Class Member. The CVI Settlement Class includes purchasers of certain contact lenses manufactured by Alcon, B&L, CVI, or JJVC in the United States for your personal use between June 1, 2013 and the present. The B&L Settlement Class and the Litigation Classes include purchasers of certain contact lenses manufactured by Alcon, B&L, or JJVC in the United States for your personal use between June 1, 2013 and December 4, 2018. Please visit www.ContactLensSettlement.com to see a list of the disposable contact lenses with corresponding dates of purchase that are included in the Settlement and Litigation Classes.

How can I get a payment? The Settlements with CVI and B&L establish two Settlement Funds (\$3 million for CVI and \$10 million for B&L). You can file an easy online claim now at www.ContactLensSettlement.com. The deadline to file your claim is **January 31, 2020**. In order to maximize efficiency, the CVI and B&L settlement funds will be distributed to claimants at a later stage of the case. Please be patient and check the website for updates.

Your other options. If you do not want to be legally bound by the CVI or B&L Settlements, and/or if you do not want to be included in the Litigation Classes, you must exclude yourself by **January 31, 2020**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the settlement website. You may object to the CVI and/or B&L Settlements by **January 31, 2020**. The Detailed Notice available on the website listed below explains how to exclude yourself or object. The Court will hold a Hearing on **February 25, 2020**, to consider whether to approve the Settlements and requests for attorneys' fees of up to one-third (33.3%) of the Settlement Funds, expenses, and service awards to each of the Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call or visit the website below.

www.ContactLensSettlement.com • 1-877-253-3649

Attachment 3

If You Purchased Certain Disposable Contact Lenses for Your Own Use Between June 1, 2013 and the Present, a Class Action Lawsuit and Settlements with Two of the Defendants Could Affect Your Rights.

The purpose of this notice is to provide information concerning Settlements in a class action lawsuit with CooperVision, Inc. ("CVI") and Bausch & Lomb Inc. ("B&L"), and to also notify you of an order certifying Litigation Classes asserting claims against Alcon Vision, LLC ("Alcon"), Johnson & Johnson Vision Care, Inc. ("JJVC"), and ABB Concise Optical Group, LLC ("ABB"). The lawsuit alleges illegal minimum retail pricing policies adopted by contact lens manufacturers starting in June 2013 with regard to the distribution and sale of certain disposable contact lenses. The safety and effectiveness of contact lenses manufactured by the Defendants are not at issue in this lawsuit. For comprehensive information about the claims, rulings, and events in the case, visit the website below. CVI and B&L deny that they did anything wrong and the other Defendants also deny they did anything wrong and continue to defend the claims in the lawsuit. The Court has not decided who is right.

WHO IS INCLUDED?

The CVI Settlement Class includes purchasers of certain contact lenses manufactured by Alcon, B&L, CVI, or JJVC in the United States for your personal use between June 1, 2013 and the present. The B&L Settlement Class and the Litigation Classes include purchasers of certain contact lenses manufactured by Alcon, B&L, or JJVC in the United States for your personal use between June 1, 2013 and December 4, 2018. Please visit www.ContactLensSettlement.com to see a list of the disposable contact lenses with corresponding dates of purchase that are included in the Settlement and Litigation Classes.

HOW CAN I GET A PAYMENT?

The Settlements with CVI and B&L establish two Settlement Funds (\$3 million for CVI and \$10 million for B&L). You can file an easy online claim now at www.ContactLensSettlement.com. The deadline to file your claim is **January 31, 2020**. In order to maximize efficiency, the CVI and B&L settlement funds will be distributed to claimants at a later stage of the case. Please be patient and check the website for updates.

YOUR OTHER OPTIONS.

If you do not want to be legally bound by the CVI or B&L Settlements, and/or if you do not want to be included in the Litigation Classes, you must exclude yourself by **January 31, 2020**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the settlement website. You may object to the CVI and/or B&L Settlements by **January 31, 2020**. The Detailed Notice available on the website listed below explains how to exclude yourself or object. The Court will hold a Hearing on **February 25, 2020**, to consider whether to approve the Settlements and requests for attorneys' fees of up to one-third (33.3%) of the Settlement Funds, expenses, and service awards to each of the Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call or visit the website below.

**www.ContactLensSettlement.com
1-877-253-3649**

Attachment 4



Inside the
**AMERICA'S
GOT TALENT
SCANDAL**

Justin & Jessica
**THE TRUTH ABOUT
THEIR MARRIAGE**

**People
PERKS**
SAVE OVER
\$200
See p. 53

People

Exclusive Details

December 23,
2019

**Gwen
& Blake**

Ready to Wed!

After four blissful years of dating,
the *Voice* costars are excited
to take the next big step

\$5.99 51>



0 92567 10227 3

If You Purchased Certain Disposable Contact Lenses for Your Own Use Between June 1, 2013 and the Present, a Class Action Lawsuit and Settlements with Two of the Defendants Could Affect Your Rights.

The purpose of this notice is to provide information concerning Settlements in a class action lawsuit with CooperVision, Inc. ("CVI") and Bausch & Lomb Inc. ("B&L"), and to also notify you of an order certifying Litigation Classes asserting claims against Alcon Vision, LLC ("Alcon"), Johnson & Johnson Vision Care, Inc. ("JJVC"), and ABB Concise Optical Group, LLC ("ABB"). The lawsuit alleges illegal minimum retail pricing policies adopted by contact lens manufacturers starting in June 2013 with regard to the distribution and sale of certain disposable contact lenses. The safety and effectiveness of contact lenses manufactured by the Defendants are not at issue in this lawsuit. For comprehensive information about the claims, rulings, and events in the case, visit the website below. CVI and B&L deny that they did anything wrong and the other Defendants also deny they did anything wrong and continue to defend the claims in the lawsuit. The Court has not decided who is right.

Who Is Included?

The CVI Settlement Class includes purchasers of certain contact lenses manufactured by Alcon, B&L, CVI, or JJVC in the United States for your personal use between June 1, 2013 and the present. The B&L Settlement Class and the Litigation Classes include purchasers of certain contact lenses manufactured by Alcon, B&L, or JJVC in the United States for your personal use between June 1, 2013 and December 4, 2018. Please visit www.ContactLensSettlement.com to see a list of the disposable contact lenses with corresponding dates of purchase that are included in the Settlement and Litigation Classes.

How Can I Get a Payment?

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Your Other Options.

If you do not want to be legally bound by the CVI or B&L Settlements, and/or if you do not want to be included in the Litigation Classes, you must exclude yourself by **January 31, 2020**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the settlement website. You may object to the CVI and/or B&L Settlements by **January 31, 2020**. The Detailed Notice available on the website listed below explains how to exclude yourself or object. The Court will hold a Hearing on **February 25, 2020**, to consider whether to approve the Settlements and requests for attorneys' fees of up to one-third (33.3%) of the Settlement Funds, expenses, and service awards to each of the Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call or visit the website below.

www.ContactLensSettlement.com
1-877-253-3649

People picks

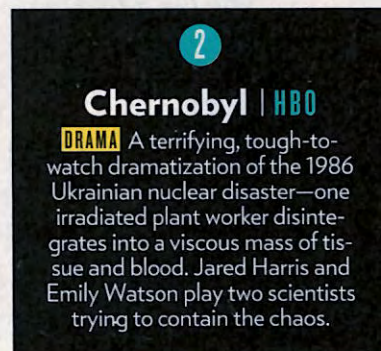


Waller-Bridge won Emmys for acting and writing.

Fleabag | AMAZON

The happiness and heartbreak of true love

COMEDY Miracles do happen, at least when actress-writer Phoebe Waller-Bridge is involved. Season 1 of her series about a self-involved Londoner with a wicked sense of humor and a passive-aggressive streak was flawless—and the concluding season 2, in which her heroine falls in love with a priest (Andrew Scott), was perfect. The show, as devastating as it is funny, ended with the most touching farewell wave in TV history.



Chernobyl | HBO

DRAMA A terrifying, tough-to-watch dramatization of the 1986 Ukrainian nuclear disaster—one irradiated plant worker disintegrates into a viscous mass of tissue and blood. Jared Harris and Emily Watson play two scientists trying to contain the chaos.



The Crown | NETFLIX

DRAMA Season 3 began with a casting coup at the palace: Olivia Colman (*The Favourite*) replaced Claire Foy as Elizabeth II, now middle-aged and wishing she were breeding horses instead of raising sulky young Charles (Josh O'Connor). TV's most scintillating mix of history and gossip.

FROM TOP: AMAZON STUDIO; DES WILLIAMS/NETFLIX; LIAM DANIEL/HBO

Attachment 5

RAM THE NEW 2020 RAM 1500 EMPLOYEE PRICING PLUS

EMPLOYEE PRICING PLUS IS HERE - ALL MONTH LONG AT THE RAM BIG FINISH SALES EVENT -

VEHICLE DETAILS

Legal

ESPN+

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- Sources: Shaw's parlay bet included Cards game
- Minshew named Jaguars' QB for rest of season
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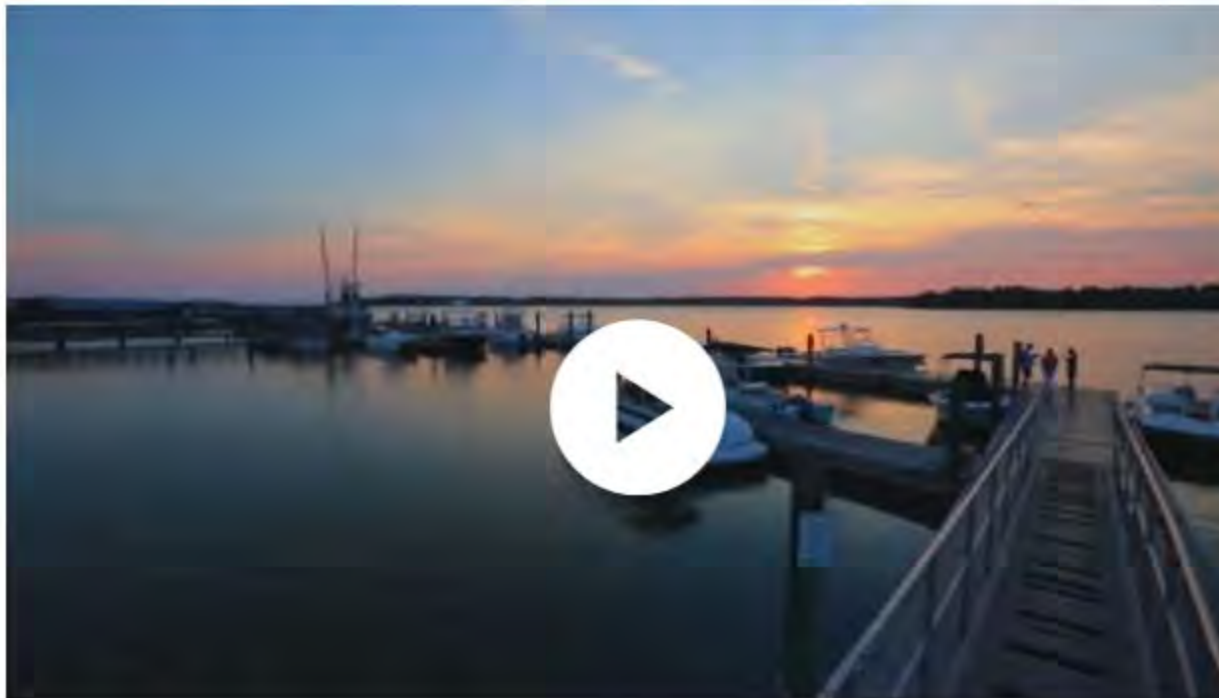
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A través de un video de TikTok, **Lauren Westmoreland** quien fue novia de Howell durante casi 6 años, anunció que el joven aparece en el nuevo libro *Star Wars: The Rise of Skywalker - The Visual Dictionary*, el cual salió el viernes 20 de diciembre tras el estreno de la película.



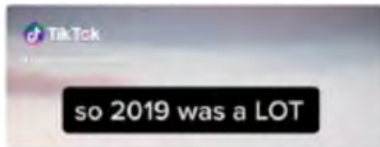
Fan de Star Wars que murió derribando a traidores recibe título de Jedi



Kayla

@kayla000001

Riley Howell, a huge Star Wars fan and the man who tackled a shooter at UNCC (saving all but one life and his own) joined the Star Wars universe under the name Ri-Lee Howell featured in an upcoming book as a Jedi master and historian




Si compró determinados lentes de contacto desechables para uso personal a partir del 1 de junio de 2013,

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Fan de Star Wars que murió dibujando a Tador recibe título de Jedi



Kayla

@kaylaecole

Riley Howell, a huge Star Wars fan and the man who tackled a shooter at UNCC (saving all but one life and his own) joined the Star Wars universe under the name Ri-Lee Howell featured in an upcoming book as a Jedi master and historian



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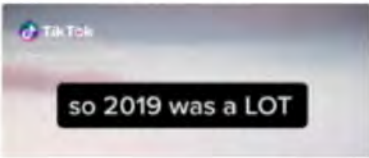
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Attachment 6

Disposable Contact Lens Antitrust Litigation: Sponsored Search Keywords

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Optical Claim
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Vision Care Litigation

Vision Care Lawsuit

Vision Care Claim

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JJVC Settlement

JJVC Class Action Settlement

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Attachment 7

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Contact Lens Price-Fixing Class Action Settlement | Top Class ...

6 days ago - The **contact lens** class action **lawsuit** claims that several manufacturers used “unilateral pricing policies” to institute minimum retail prices for ...

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Contact Lens Manufacturers Want Price-Fixing Class Action ...

Aug 23, 2018 - Bausch & Lomb, Johnson & Johnson, and others currently facing a **contact lens** class action **lawsuit** over allegations that they conspired to ...

PRN www.prnewswire.com › news-releases › announcing-a-class-action-la... ▼

Announcing a Class Action Lawsuit and Settlements Involving ...

Dec 2, 2019 - Announcing a Class Action **Lawsuit** and Settlements Involving Purchasers of Certain Disposable **Contact Lenses** ...

G www.classlawgroup.com › Case › Antitrust ▼

Contact Lens Price-Fixing Lawsuit - Gibbs Law Group

Our attorneys are prosecuting a price-fixing class action **lawsuit** against the country’s four largest



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Bausch & Lomb Inks \$10M Deal In Contact Lens Price-Fix Suit

www.law360.com/articles/1200182/bausch-lomb-inks...

Judge Schlesinger's order created a horizontal **class** of U.S. residents who made retail purchases of disposable lenses made by **Alcon**, **Johnson & Johnson** or **Bausch & Lomb** from June 1, 2013, to Dec. 4,...

Author: Matt Bernardini

Bausch & Lomb, Inc. NYSE: BOL Securities - Big Class Action

www.bigclassaction.com/lawsuit/bauschlomb...

Mar 13, 2006 - A **class action** has been commenced on behalf of an institutional investor in the

Bausch & Lomb

American company



bausch.com

Bausch + Lomb is a Canadian eye health products company based in Laval, Quebec, Canada. It is one of the world's largest suppliers of contact lenses. en.wikipedia.org

Headquarters: Laval, Quebec, Canada

Founder(s): John Jacob Bausch, Henry Lomb

Founded: 1853

Parent Organization: [Bausch Health](#)



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Legal Notice - Class Action Lawsuit

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Ad Purchasers of disposable **contact lenses** between 6/1/2013 and the present may be eligible.

Contact Lens Antitrust Class Action Lawsuit | Class ...

www.classactionsreporter.com/antitrust/contact-lens-antitrust-class-action-lawsuit ▾

This **class action** alleges that Cooper Vision, Alcon Laboratories, Bausch + Lomb, Johnson & Johnson Vision Care, and ABB Optical Group violated federal and state antitrust laws through Unilateral Pricing Policies (UPPs) for disposable **contact lenses**. The nationwide **class** for this lawsuit includes all persons in the US who purchased disposable ...

Announcing a Class Action Lawsuit and Settlements ...

<https://www.marketwatch.com/press-release/announcing-a-class-action-lawsuit-and...> ▾

Dec 02, 2019 · The **B&L Settlement Class** and the **Litigation Classes** include purchasers of certain **contact lenses** manufactured by Alcon, B&L, or JJVC in the ...

News about Contact Lens Class Action

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Announcing a Class Action Lawsuit and Settlements Involving Purchasers of Certain Disposable Contact Lenses

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Attachment 8

Announcing a Class Action Lawsuit and Settlements Involving Purchasers of Certain Disposable Contact Lenses

NEWS PROVIDED BY

United States District Court for the Middle District of Florida →

Dec 02, 2019, 08:00 ET

JACKSONVILLE, Fla., Dec. 2, 2019 /PRNewswire/ -- The purpose of this notice is to provide information concerning Settlements in a class action lawsuit with CooperVision, Inc. ("CVI") and Bausch & Lomb Inc. ("B&L"), and to also notify you of an order certifying Litigation Classes asserting claims against Alcon Vision, LLC ("Alcon"), Johnson & Johnson Vision Care, Inc. ("JJVC"), and ABB Concise Optical Group, LLC ("ABB"). The lawsuit alleges illegal minimum retail pricing policies adopted by contact lens manufacturers starting in June 2013 with regard to the distribution and sale of certain disposable contact lenses. The safety and effectiveness of contact lenses manufactured by the Defendants are not at issue in this lawsuit. For comprehensive information about the claims, rulings, and events in the case, visit the website below. CVI and B&L deny that they did anything wrong and the other Defendants also deny they did anything wrong and continue to defend the claims in the lawsuit. The Court has not decided who is right.

Who Is Included?

The CVI Settlement Class includes purchasers of certain contact lenses manufactured by Alcon, B&L, CVI, or JJVC in the United States for your personal use between June 1, 2013 and the present. The B&L Settlement Class and the Litigation Classes include purchasers of certain contact lenses manufactured by Alcon, B&L, or JJVC in the United States for your personal use between June 1, 2013 and December 4, 2018. Please visit www.ContactLensSettlement.com to see a list of the disposable contact lenses with corresponding dates of purchase that are included in the Settlement and Litigation Classes.

How can I get a payment?

The Settlements with CVI and B&L establish two Settlement Funds (\$3 million for CVI and \$10 million for B&L). You can file an easy online claim now at www.ContactLensSettlement.com. The deadline to file your claim is **January 31, 2020**. In order to maximize efficiency, the CVI and B&L settlement funds will be distributed to claimants at a later stage of the case. Please be patient and check the website for updates.

Your other options.

If you do not want to be legally bound by the CVI or B&L Settlements, and/or if you do not want to be included in the Litigation Classes, you must exclude yourself by **January 31, 2020**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the settlement website. You may

Case 3:15-md-02626-HES-JRK Document 1129 Filed 01/16/20 Page 47 of 62 PageID 51139
object to the CVA and/or BLS Settlements by January 31, 2020. The Detailed Notice available on the website listed below explains how to exclude yourself or object. The Court will hold a Hearing on **February 25, 2020**, to consider whether to approve the Settlements and requests for attorneys' fees of up to one-third (33.3%) of the Settlement Funds, expenses, and service awards to each of the Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call 1-877-253-3649 or visit www.ContactLensSettlement.com.

SOURCE United States District Court for the Middle District of Florida

Related Links

<http://www.ContactLensSettlement.com>

Attachment 9

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

**If You Purchased Certain Disposable Contact Lenses
(Described Below) For Your Own Use Between June 1, 2013
and the Present, this Litigation and Settlements with two of
the Defendants Could Affect Your Rights.**

A federal court has authorized this notice. This is not a solicitation from a lawyer.

Please read this notice carefully and in its entirety. You may be a member of the Classes described below and your rights may be affected by a pending class action lawsuit. This notice advises you of your options regarding the class action and the Settlements.

The purpose of this notice is to provide information concerning Settlements with CooperVision, Inc. (“CVI”) and Bausch & Lomb Inc. (“B&L”) and to also notify you of an order certifying Litigation Classes asserting claims against Alcon Vision, LLC (“Alcon”), Johnson & Johnson Vision Care, Inc. (“JJVC”) and ABB Concise Optical Group, LLC (“ABB”). The Litigation Classes have a different class definition and class period than the Settlement Classes.

This notice provides you with a deadline to object to the CVI and B&L Settlements and an opportunity to exclude yourself from either the Settlement Classes or the Litigation Classes.

You can also submit a proof of claim to share in the Settlements with CVI and B&L, but you must do so by **January 31, 2020**. See below for how to file your claim.

Please do not call or write the court. If you have any questions after reading this notice, you should contact lead counsel or the administrator, as discussed further below.

DIFFERENCES BETWEEN CVI SETTLEMENT CLASS AND B&L SETTLEMENT AND LITIGATION CLASSES	
<p style="text-align: center;">Settlement Class Definition (CVI)</p> <p>You are included if you purchased certain contact lenses (described below) manufactured by Alcon, B&L, CVI, or JJVC in the United States for your personal use between June 1, 2013 and the present.</p>	<p style="text-align: center;">B&L Settlement and Litigation Classes Definition (Alcon, JJVC, B&L and ABB)</p> <p>You are included if you purchased certain contact lenses (described below) manufactured by Alcon, B&L or JJVC in the United States for your personal use between June 1, 2013 and December 4, 2018.</p>
<p style="text-align: center;"><u>Important</u></p> <p>To participate in the Settlement Classes or the Litigation Classes, your purchases can be contact lenses manufactured by any of the following manufacturers: Alcon, B&L, CVI, or JJVC.</p> <p>You must decide at this time if you want to exclude yourself from (1) the Settlement Classes described in this notice; and/or (2) the Litigation Classes. More detailed information can be found in Paragraphs 34-48 below.</p> <p>If you exclude yourself from the Settlement Classes, you will not be eligible for any benefits from the CVI and B&L settlements. If you exclude yourself from the Litigation Classes, you will not be eligible for benefits from any future settlements with or judgments against the other Defendants.</p>	

Questions? Call 1-877-253-3649 or visit www.ContactLensSettlement.com

WHAT IS THIS LAWSUIT ABOUT?

1. This multidistrict antitrust litigation was centralized before this Court on June 10, 2015, by order of the United States Judicial Panel on Multidistrict Litigation (“MDL Panel”) (ECF No. 1; Transfer Order). It arises out of minimum retail pricing policies adopted by contact lens manufacturers starting in June 2013 with regard to the distribution and sale of certain contact lenses. These policies were referred to as “Unilateral Pricing Policies” (“UPP”) by the Defendants. The operative complaint, filed on March 1, 2017, alleges that the Defendants used the UPPs to restrain competition from discount and online stores on consumer prices in the retail market for disposable contact lenses.¹ The safety and effectiveness of contact lenses manufactured by the Defendants are not at issue in this litigation.

2. The Class Representatives allege claims for violations of (1) the United States Sherman Act, 15 U.S.C. §§ 1 and 3; (2) the California Cartwright Act, Cal. Bus. & Prof. Code §§ 16720, *et seq.*; (3) the Maryland Antitrust Act, Md. Com. Law §§ 11-201, *et seq.*; (4) the California Unfair Competition Law, Cal. Bus. & Prof Code §§ 17200, *et seq.*; and (5) the Maryland Consumer Protection Act, Md. Com. Law §§ 13-301, *et seq.*

3. A settlement was reached with CVI for \$3 million on August 30, 2017, and the Court preliminarily approved that settlement on July 10, 2018 (ECF No. 841). In that preliminary approval order, the Court deferred “consideration and approval of the proposed forms of Notice and Summary Notice, Proof of Claim and Release Form, the Plan of Allocation, the Fee and Expense Application, and Plaintiffs’ Service Award Application” until “after (i) settlement with other Defendants are reached and have been granted preliminary approval; and/or (ii) the Court rules on Plaintiffs’ pending Motion to Certify Class and an interlocutory appellate review of such ruling is exhausted.”

4. A settlement was reached with B&L for \$10 million on August 19, 2019, and the Court preliminarily approved that settlement on October 8, 2019 (ECF No. 1046).

5. This Notice is now being issued because the Court certified the Litigation Classes on December 4, 2018 (ECF No. 940) and the last of Defendants’ requests for interlocutory appellate review was denied by the United States Court of Appeals for the Eleventh Circuit on June 20, 2019.

WHO ARE THE DEFENDANTS, WHY ARE THERE SETTLEMENTS, AND WHY IS THERE ONGOING LITIGATION?

6. The Settling Defendants are CVI (CooperVision, Inc.) and B&L (Bausch & Lomb Inc.).

7. The Non-Settling Defendants are Alcon (Alcon Vision, LLC), JJVC a/k/a “Vistakon” (Johnson & Johnson Vision Care, Inc.) and ABB (ABB Concise Optical Group, LLC).

8. The Court has not decided any issue on the merits in favor of the Class Representatives or CVI or B&L. Instead, the Class Representatives and both CVI and B&L engaged in, separate, lengthy negotiations and have agreed to the Settlements. By agreeing to settle, the parties avoid the costs and uncertainty of a trial, and the Settlement Class Members affected will get a chance to receive compensation. The Class Representatives and their attorneys think the Settlements are best for all members of the Settlement Classes. The proposed Settlement does not mean that any law was broken or that CVI or B&L did anything wrong.

9. There is ongoing litigation against the Non-Settling Defendants. Lead Counsel will have to prove the Class Representatives’ claims in Court. The Litigation Classes are seeking to recover money for their members. Additional money for the Litigation Classes may become available

¹ Please note that this Notice does not describe all of the claims and defenses asserted by the Class Representatives. The operative complaint is posted on the website, www.ContactLensSettlement.com.

as a result of a judgment or future settlements. Alternatively, the litigation may be resolved in favor of the Non-Settling Defendants, in which case no additional money would become available. There is no guarantee as to what will happen.

THE CLASS REPRESENTATIVES AND THE CLASSES

10. In a class action, one or more people called “Class Representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” The Class Representatives are: Rachel Berg, Alexis Ito, Miriam Pardoll, Jennifer Sineni, Joseph Felson, Tamara O’Brien, Susan Gordon, Catherine Dingle, Elyse Ulino, Amanda Cunha, Sheryl Marean, Brett Watson, Kathleen Schirf, Cora Beth Smith, and John Machikawa. Class actions avoid the necessity of each member of a class having to file his, her, or its own separate lawsuit to obtain relief. Class actions are used to decide legal and factual issues that are common to all members of a class, and one court resolves the issues for all class members, except for those who exclude themselves from the class(es).

11. By Order dated December 4, 2018 (ECF No. 940), the Court certified the following Litigation Classes:

Horizontal Class²:

All persons and entities residing in the United States who made retail purchases of disposable contact lenses manufactured by Alcon, JJVC, or B&L from June 1, 2013 to the present (the “Class Period”) for their own use and not for resale, where the prices for such contact lenses were subject to a “Unilateral Pricing Policy” and the purchase occurred during the period when the Unilateral Pricing Policy was in effect. Excluded from the Class are any purchases from 1-800 Contacts of disposable contact lenses subject to B&L’s Unilateral Pricing Policy, where the purchase occurred on or after July 1, 2015. Also excluded from the Class are Defendants, their parent companies, subsidiaries and affiliates, any coconspirators, all governmental entities, and any judges or justices assigned to hear any aspect of this action.

The Horizontal Class consists of the following subclasses:

(1) Maryland Subclass:

All persons and entities residing in Maryland who made retail purchases of disposable contact lenses manufactured by Alcon, JJVC, or B&L from June 1, 2013 to the date the Court certifies the Class for their own use and not for resale, where the prices for such contact lenses were subject to a “Unilateral Pricing Policy” and the purchase occurred during the period when the Unilateral Pricing Policy was in effect. Excluded from the Class are any purchases from 1-800 Contacts of disposable contact lenses subject to B&L’s Unilateral Pricing Policy, where the purchase occurred on or after July 1, 2015. Also excluded from the Class are Defendants, their parent companies, subsidiaries and affiliates, any coconspirators, all governmental entities, and any judges or justices assigned to hear any aspect of this action.

(2) California Subclass:

All persons and entities residing in California who made retail purchases of disposable contact lenses manufactured by Alcon, JJVC, or B&L from June 1, 2013 to the date the Court certifies the Class for their own use and not for resale, where the prices for such contact lenses were subject to a “Unilateral Pricing Policy” and the purchase occurred during the period when the Unilateral Pricing Policy was in effect. Excluded from the

² The B&L Settlement Class is identical to the Horizontal Class defined here. The B&L “Settlement Class Period” is defined in paragraph 1.39 of the B&L Settlement Agreement as “the period from June 1, 2013 to December 4, 2018.”

Class are any purchases from 1-800 Contacts of disposable contact lenses subject to B&L's Unilateral Pricing Policy, where the purchase occurred on or after July 1, 2015. Also excluded from the Class are Defendants, their parent companies, subsidiaries and affiliates, any coconspirators, all governmental entities, and any judges or justices assigned to hear any aspect of this action.

Vertical Classes:

(1) The JJVC Class

All persons and entities residing in the United States who made retail purchases of disposable contact lenses manufactured by JJVC from June 1, 2013 to the date the Court certifies the Class for their own use and not for resale, where the prices for such contact lenses were subject to a "Unilateral Pricing Policy" and the purchase occurred during the period when the Unilateral Pricing Policy was in effect. Excluded from the Class are Defendants, their parent companies, subsidiaries, and affiliates, any co-conspirators, all governmental entities, and any judges, justices, or jurors assigned to hear any aspect of this action.

(2) The Alcon Class:

All persons and entities residing in the United States who made retail purchases of disposable contact lenses manufactured by Alcon from June 1, 2013 to the date the Court certifies the Class for their own use and not for resale, where the prices for such contact lenses were subject to a "Unilateral Pricing Policy" and the purchase occurred during the period when the Unilateral Pricing Policy was in effect. Excluded from the Class are Defendants, their parent companies, subsidiaries, and affiliates, any co-conspirators, all governmental entities, and any judges, justices, or jurors assigned to hear any aspect of this action.

(3) The B&L Class:

All persons and entities residing in the United States who made retail purchases of disposable contact lenses manufactured by B&L from June 1, 2013 to the date the Court certifies the Class for their own use and not for resale, where the prices for such contact lenses were subject to a "Unilateral Pricing Policy" and the purchase occurred during the period when the Unilateral Pricing Policy was in effect. Excluded from the Class are any purchases from 1-800 Contacts of disposable contact lenses subject to B&L's Unilateral Pricing Policy, where the purchase occurred on or after July 1, 2015. Also excluded from the Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, all governmental entities, and any judges or justices assigned to hear any aspect of this action.

12. By Order dated July 10, 2018 (ECF No. 841), the Court certified the following Settlement Class for the CVI Settlement:³

All persons and entities residing in the United States who made retail purchases of disposable contact lenses manufactured by Alcon Vision, LLC, Johnson & Johnson Vision Care, Inc., Bausch & Lomb, Inc., or CVI (or distributed by ABB Concise Optical Group) during the Settlement Class Period for their own use and not for resale, which were sold at any time subject to a Unilateral Pricing Policy. Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries and affiliates,

³ The CVI "Settlement Class Period" is defined in paragraph 1.39 of the CVI Settlement Agreement as "the period from June 1, 2013 to the present."

any coconspirators, all governmental entities, counsel for the parties and any judges or justices assigned to hear any aspect of this action.

13. You may be a member of one or more of the Classes. If you are a member of one or more of the Classes, your rights will be affected by this Litigation. If you do not meet any of the Class definitions, this Notice does not apply to you. If you are uncertain whether you are a member of any of the Classes, contact Lead Counsel listed in Paragraph 54 below, the Administrator, or your own attorney.

14. This Notice is not an admission by Defendants or an expression of any opinion by the Court as to the merits of the claims made in the Litigation, or a finding by the Court that the claims asserted by the Class Representatives in this Litigation are valid. This Notice is intended solely to inform you of the pendency of this Litigation and of your rights in connection with it, including the right to request exclusion from the Classes, or to object to the CVI and/or the B&L Settlements. Defendants have denied all claims and contend that they are not liable for the harm alleged by the Class Representatives.

15. The Class definitions may be subject to change by the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure.

ARE YOU A MEMBER OF ONE OR MORE OF THE CLASSES?

16. You are a member of one or more of the Classes if you purchased disposable contact lenses manufactured by one of the Defendants for your personal use (*i.e.*, not for resale), the purchase(s) occurred during the period when the Unilateral Pricing Policy, or UPP, was in effect, and those disposable contact lenses were subject to a UPP.

17. You are *not* a member of any of the Classes if you purchased disposable contact lenses (a) manufactured by a company other than the named Defendants, (b) for resale, (c) that were not subject to a UPP, or (d) at a period when the UPP was not in effect. You are also *not* a member of any of the Classes if you are (i) one of the Defendants, their parent companies, subsidiaries or affiliates, or an alleged co-conspirator, (ii) a governmental entity, (iii) counsel for the parties, or (iv) a judge or justice assigned to hear any aspect of this Litigation.

18. You are *not* a member of any of the Litigation Classes if you *only* purchased disposable contact lenses manufactured by CVI or B&L. If you are a member of the Settlement Classes but not the Litigation Classes, your rights as to the Non-Settling Defendants will not be impacted by future decisions in this case, and you will not be able to claim in any future recoveries against the Non-Settling Defendants.

19. The disposable contact lenses that were subject to the UPPs, and the period during which each UPP was in effect, are set forth below:

#	Contact Lens	UPP Price	Time Period in Effect
Alcon			
1	Air Optix Colors	6 Pack: \$84.00	April 2014 - December 2016
		2 Pack: \$30.00	June 2015 - December 2016
2	Dailies AquaComfort Plus Multifocal	30 Pack: \$39.00	January 2014 - December 2016
		90 Pack: \$89.00	
3	Dailies AquaComfort Plus Toric	30 Pack: \$34.00	January 2014 - December 2016
		90 Pack: \$79.00	

Questions? Call 1-877-253-3649 or visit www.ContactLensSettlement.com

4	Dailies Total 1	30 Pack: \$39.00	June 2013 - December 2016
		90 Pack: \$95.00	
5	Dailies Total 1 Multifocal	30 Pack: \$50.00	July 2016 - December 2016
		90 Pack: \$124.00	
B&L			
6	BioTrue ONEday for Presbyopia	30 Pack: \$33.00	June 2014 - February 2017
		90 Pack: \$89.00	December 2016 - February 2017
7	Ultra	6 Pack: \$60.00	February 2014 - February 2017
8	Ultra for Presbyopia	6 Pack: \$85.00	March 2016 - February 2017
Excluded from the Class are any purchases from 1-800 Contacts of disposable contact lenses subject to B&L's Unilateral Pricing Policy, where the purchase occurred on or after July 1, 2015.			
CVI			
9	Biofinity Energys	6 Pack: \$60.00	July 2016 - March 2017
10	Biofinity XR Toric	6 Pack: \$140.00	January 2016 - March 2017
11	Clariti 1 Day	90 Pack: \$65.00	January 2014 - March 2017
12	Clariti 1 Day Multifocal	30 Pack: \$39.00	January 2014 - March 2017
		90 Pack: \$89.00	
13	Clariti 1 Day Toric	30 Pack: \$34.00	January 2014 - March 2017
		90 Pack: \$79.00	
14	MyDay	90 Pack: \$85.00	June 2015 - March 2017
		180 Pack: \$149.00	
JJVC			
15	1-Day Acuvue Define	30 Pack: \$40.00	March 2015 - April 2016
		90 Pack: \$94.00	
16	1-Day Acuvue Moist	30 Pack: \$33.00	August 2014 - April 2016
		90 Pack: \$63.50 - \$66.00	August 2014 - April 2016
		720 Pack: \$450.00 - \$460.00	November 2014 - April 2016
17	1-Day Acuvue Moist for Astigmatism	30 Pack: \$34.50 - \$36.00	August 2014 - April 2016
		90 Pack: \$82.50 - \$85.50	October 2014 - April 2016
		720 Pack: \$600.00	June 2015 - April 2016
18	1-Day Acuvue Moist Multifocal	30 Pack: \$45.00	May 2015 - April 2016
		90 Pack: \$99.00	
19	1-Day Acuvue TruEye	90 Pack: \$82.50	August 2014 - April 2016
		720 Pack: \$610.00	November 2014 - April 2016

Questions? Call 1-877-253-3649 or visit www.ContactLensSettlement.com

20	Acuvue Oasys for Astigmatism	6 Pack: \$40.00 - \$41.50	August 2014 - April 2016
		48 Pack: \$270.00 - \$280.00	June 2015 - April 2016
21	Acuvue Oasys for Presbyopia	6 Pack: \$40.00 - \$41.50	August 2014 - April 2016
22	Acuvue Oasys with Hydraclear	6 Pack: \$36.00	October 2014 - April 2016
		12 Pack: \$67.50 - \$70.00	July 2014 - April 2016
		24 Pack: \$110 - \$114.50	August 2014 -
		54 Pack: \$210.00 - \$218.00	April 2016
23	Acuvue Oasys with Hydraluxe (a/k/a 1-Day Acuvue Oasys)	90 Pack: \$88.50	August 2015 - April 2016

20. If you are not sure whether you are included in the Classes, you may call 877-253-3649 with questions or visit www.ContactLensSettlement.com. You may also write with questions to Disposable Contact Lens Settlement Administrator, P.O. Box 2995, Portland, OR 97208-2995 or email info@ContactLensSettlement.com.

OVERVIEW OF THE LITIGATION TO DATE

21. On October 7, 2015, the Court granted Class Representatives' motion appointing Hausfeld LLP, Scott+Scott Attorneys at Law LLP, and Robins Kaplan LLP as interim lead counsel. (ECF No. 116).

22. On November 23, 2015, Lead Counsel, on behalf of Class Representatives, filed the Consolidated Class Action Complaint ("Consolidated Complaint").

23. On December 23, 2015, Defendants filed their Motion to Dismiss the Consolidated Complaint. (ECF No. 146). Following briefing and oral argument, the Court denied Defendants' motion. (ECF Nos. 185, 190). On July 27, 2016, Defendants filed their Answers and Affirmative Defenses. (ECF Nos. 266-70).

24. The operative complaint, Plaintiffs' Interlineation to Corrected Consolidated Class Action Complaint (ECF No. 395; Complaint), was filed on March 1, 2017.

25. On February 21, 2018, Class Representatives submitted a motion for preliminary approval of a \$3 million settlement with CVI (ECF No. 781). After holding a hearing on June 19, 2018, the Court preliminarily approved the settlement on July 10, 2018 (ECF No. 841).

26. Class Representatives, on March 3, 2017, filed their motion for class certification (ECF No. 396), which Defendants opposed on June 15, 2017 (ECF No. 505). Class Representatives filed their reply brief on September 8, 2017 (ECF No. 611), and Defendants filed a sur-reply on October 20, 2017 (ECF No. 674). On August 1 and 2, 2018, the Court heard oral argument and expert testimony on the motion for class certification. On December 4, 2018 (ECF No. 940), the Court issued an Order granting Class Representatives' motion, certifying the Litigation Classes, appointing Hausfeld LLP, Scott+Scott, Attorneys at Law, LLP, and Robins Kaplan LLP as Lead Counsel and formally designated the plaintiffs as the Class Representatives for the Litigation Classes. The Court's Order certifying the Litigation Classes does not guarantee Class Members will receive money or benefits; that will be decided later in the lawsuit.

27. Defendants have moved for summary judgment and the motions are fully briefed, and a two-day hearing on the motions was scheduled for August 21 and 22, 2019. The Court has not yet made a ruling on the merits of the allegations made in the Complaint or on Defendants' denials and defenses. The litigation is ongoing.

Questions? Call 1-877-253-3649 or visit www.ContactLensSettlement.com

SETTLEMENT BENEFITS

28. The CVI and B&L Settlements will create two separate settlement funds totaling \$13 million (\$3 million for the CVI Settlement and \$10 million for the B&L Settlement) that will be used to pay eligible Class Members who submit valid claims. The cost to administer the CVI and B&L Settlements, attorneys' fees, and service payments for the Class Representatives will come out of the settlement funds.

29. In order to minimize the administrative expenses, Class Representatives intend to distribute the CVI and B&L settlement funds at a later stage of the case. Please be patient.

30. The settlement funds will be distributed to qualifying members of the CVI and B&L Settlement Classes *pro rata*. Lead Counsel estimate that there are up to 40 million purchasers of disposable contact lenses that were subject to Defendants' UPPs. In the event that Lead Counsel determines that it will be economically infeasible to directly distribute settlement funds to the CVI and B&L Settlement Classes, they may propose alternative plans of distribution to the Court, including a *cy pres* distribution of the settlement funds. In the event that Lead Counsel propose an alternative plan of distribution to the Court, the motion will be posted at www.ContactLensSettlement.com, and an email will be sent to any email address registered with the Administrator prior to the hearing on the motion.

31. CVI and B&L Settlement Class Members will have the option to comment on or object to any aspect of the Settlements at the Fairness Hearing (see "The Fairness Hearing," below).

32. CVI and B&L Settlement Class Members wishing to receive a payment from the settlement funds must complete and submit a Proof of Claim by **January 31, 2020**. Claims may be submitted online at www.ContactLensSettlement.com. The deadline to file your Proof of Claim is **January 31, 2020**.

33. Unless you exclude yourself from the CVI Settlement Class, you will give up your right to sue CVI for the claims being resolved by that settlement. Additionally, unless you exclude yourself from the B&L Settlement Class, you will give up your right to sue B&L for the claims being resolved by that settlement. The specific claims ("Released Claims") you are giving up against CVI and its related parties are described in paragraphs 1.30 and 7.1 of the CVI Settlement Agreement. The specific claims ("Released Claims") you are giving up against B&L and its related parties are described in paragraphs 1.30 and 7.1 of the B&L Settlement Agreement. Both Settlement Agreements are available at www.ContactLensSettlement.com.

34. If you have any questions, you can talk to Lead Counsel listed herein for free or you can, of course, talk to your own lawyer about what this means.

EXCLUDING YOURSELF FROM THE CVI AND/OR THE B&L SETTLEMENTS AND/OR THE LITIGATION CLASSES

35. If you are a member of any of the Classes, you have the right to decide whether to remain a member of those Class(es). You must decide at this time if you want to exclude yourself from (1) the CVI Settlement Class, (2) the B&L Settlement Class, and/or (2) the Litigation Classes.

36. **Excluding Yourself from the CVI Settlement Class:** If you want to keep the right to file or maintain your own lawsuit against CVI about the Released Claims, then you must take steps to get out of the Settlement with CVI. This is called excluding yourself – or sometimes referred to as opting out of the class. If you ask to be excluded from the Settlement, you will not receive any benefits from the CVI Settlement, and you cannot object to the CVI Settlement Agreement.

37. **Excluding Yourself from the B&L Settlement Class:** If you want to keep the right to file or maintain your own lawsuit against B&L about the Released Claims, then you must take steps to get out of the Settlement with B&L. This is called excluding yourself – or sometimes referred to as opting out of the class. If you ask to be excluded from the Settlement, you will not receive any benefits from the B&L Settlement, and you cannot object to the B&L Settlement Agreement.

38. **Excluding Yourself from the Litigation Classes:** If you are included in the definition of any of the Litigation Classes and you want to sue any of the Non-Settling Defendants on your own about the claims alleged by Class Representatives in this Litigation, you must exclude yourself from the Litigation Classes. If you exclude yourself, you won't get any money from future distributions if Class Representatives obtain any money as a result of a trial or any future settlements.

39. If you have a pending or contemplated lawsuit against any of the Defendants involving the same legal issues in this Litigation or the Released Claims in the CVI and/or B&L Settlement Agreements, speak to your lawyer immediately. You must exclude yourself from the CVI and/or the B&L Settlement Classes or Litigation Classes in order to continue or initiate your own lawsuit against the Defendants.

40. If you are a member of any of the Classes and wish to be excluded from those Class(es), you must request exclusion in accordance with the procedures set forth in Paragraphs 42-49, below. ***If you want to remain a member of the Litigation Classes, you do not need to do anything at this time other than to retain your documentation reflecting your purchases of disposable contact lenses subject to a UPP during the Class Period, as discussed in Paragraph 41 below, and, if you are a member of the CVI and/or B&L Settlement Classes, you must also submit your claim no later than January 31, 2020, in order to participate in any distribution of funds from the CVI and B&L Settlement Agreements.*** Your decision is important for the following reasons:

- a. **If you choose to remain a member of one or more of the Classes**, you will be bound by all past, present and future orders and judgments in the Litigation, whether favorable or unfavorable. If any money is awarded to the Classes, either through a settlement with Defendants or a judgment of the Court after a trial, you may be eligible to receive a share of that award. However, if you remain a member of the Classes, you may not pursue a lawsuit on your own behalf with regard to any of the legal claims in this Litigation. Pursuant to Rule 23(e)(4) of the Federal Rules of Civil Procedure, it is within the Court's discretion whether to allow a second opportunity to request exclusion from the Litigation Classes if there is a settlement in the Litigation involving the claims of the members of the Litigation Classes. Please note that if you remain a member of the Classes, you will not be personally responsible for Lead Counsel's attorneys' fees or costs. Lead Counsel has agreed to represent the Classes on a contingent fee basis, which means that they will be awarded fees and costs to be approved by the Court only if they succeed in obtaining a recovery from one or more Defendants. Any attorneys' fees for Lead Counsel will be awarded by the Court. As a member of one or more of the Classes you will be represented by Lead Counsel. Alternatively, you may remain a member of the Class(es) and elect to be represented by counsel of your own choosing. If you do retain separate counsel, you will be responsible for that attorney's fees and expenses.
- b. **If you choose to be excluded from one or more of the Classes**, you will not be bound by any orders or judgment in this Litigation applicable to the Classes to which you exclude yourself, nor will you be eligible to share in any recovery that might be obtained on behalf of the Classes to which you exclude yourself. You will retain any right you have to individually pursue any unreleased legal rights that you may have against any Defendants. Please refer to Paragraphs 42-49 below if you would like to request exclusion from one or more of the Classes.

Questions? Call 1-877-253-3649 or visit www.ContactLensSettlement.com

41. Members of the respective Classes will be eligible to participate in any recovery that might be obtained on their behalf. While this Notice is not intended to suggest any likelihood that the Class Representative or members of the Litigation Classes will obtain any recovery, should there be a recovery, members of the Litigation Classes may be required to support their requests to participate in the distribution of the recovery by demonstrating their membership in of the Litigation Classes and documenting their purchases of disposable contact lenses subject to UPPs during the Class Period. *For this reason, please be sure to keep all records of your contact lens purchases.*

HOW TO BE EXCLUDED FROM ONE OR MORE OF THE CLASSES

42. To exclude yourself from the CVI and/or the B&L Settlement Classes and/or the Litigation Classes, you must file a timely written request for exclusion (“Request for Exclusion”) by mailing a letter or sending an email to the Administrator.

43. Your Request for Exclusion must:

- a. Be in writing;
- b. Be signed by you or your authorized representative;
- c. State your name, address, and phone number;
- d. Include (i) proof of membership in the Class(es) and (ii) a signed statement that says “I/we hereby request that I/we be excluded from (one or more of the following) classes in *In Re: Disposable Contact Lens Antitrust Litigation*, 3:15-md-02626-HES-JRK (M.D. Fl.)”:

The CVI Settlement Class;

The B&L Settlement Class; *and/or*

The Litigation Classes; and

- e. Be mailed or emailed to the Claims Administrator at the address provided below and postmarked no later than **January 31, 2020**.

Disposable Contact Lens Settlement Administrator

EXCLUSIONS

P.O. Box 2995

Portland, OR 97208-2995

44. *In the event that you wish to be excluded from fewer than all of the Classes, you must specify which ones are the subject of your exclusion request. If your exclusion request does not specify the Classes from which you wish to be excluded, you will be excluded from all of them.*

45. You must also provide any other information reasonably requested by the Administrator.

46. You cannot exclude yourself from the Classes by telephone, or facsimile. Requests for exclusion that do not comply with the above requirements will be invalid, unless otherwise accepted by the Court, subject to any objections of the parties to be resolved by the Court.

47. Do not request exclusion from the CVI and/or the B&L Settlement Classes if you wish to participate in the CVI and/or the B&L settlements, and do not request exclusion from the Litigation Classes if you want to be eligible to recover benefits in this Litigation from the Non-Settling Defendants.

48. Please note, if you decide to exclude yourself from any of the Classes, you may be time-barred from asserting the claims by a statute of limitations.

49. If you do nothing, you will remain in all of the Classes in which you are a member.

Questions? Call 1-877-253-3649 or visit www.ContactLensSettlement.com

You will not be able to separately sue, or continue to sue the Defendants — as part of any other lawsuit — for the Released Claims or the conduct alleged in the Complaint. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes concerning this class action, including any decision on the Defendants’ motions for summary judgment, described in Paragraph 26, above. If you have a valid claim, you will be able to share in the CVI and B&L settlements and any future recovery from the other Defendants.

OBJECTING TO THE CVI AND/OR THE B&L SETTLEMENTS

50. If you are a member of the CVI Settlement Class, you can object to the CVI Settlement if you disagree with the settlement or some part of it. If you are a member of the B&L Settlement Class, you can object to the B&L Settlement if you disagree with that settlement or some part of it. To object to either Settlement you must submit a letter or other written document that includes the following:

- a. Your name, address, and telephone number;
- b. Depending on which settlement or settlements you are objecting to, a statement saying that you object to the CVI, the B&L Settlement, or both in *In Re: Disposable Contact Lens Antitrust Litigation*, 3:15-md-02626-HES-JRK (M.D. Fl.);
- c. Whether you plan to appear at the Fairness Hearing;
- d. Proof of membership in the CVI and/or the B&L Settlement Class, including documentation evidencing the purchase of a disposable contact lens subject to a UPP;
- e. The specific reasons you object to the settlement, along with any supporting materials or documents that you want the Court to consider; and
- f. Your signature.

51. You cannot object to the CVI or the B&L Settlements if you exclude yourself from the Class you are objecting to. If you exclude yourself from either the CVI and B&L Settlement Classes or both, you are telling the Court that you don’t want to be part of that Settlement. If you exclude yourself from either Settlement Class, you will not receive any benefits from that Settlement, and if you exclude yourself from the Litigation Class, you are excluding yourself of any future settlements or recovery. Objecting is simply telling the Court that you don’t like something about either or both Settlements. You can only object to the Settlements if you remain in the Settlement Class you are objecting to. If you exclude yourself from one or both of the Settlement Classes, you have no basis to object to that Settlement because its terms no longer affect you.

52. An objection to the CVI Settlement must be mailed to the addresses listed below, postmarked no later than **January 31, 2020**. Note that you may mail your objection to the Court, but it must be received by the Court and filed by **January 31, 2020**.

<u>Court</u>	<u>Class Counsel</u>	<u>CVI’s Counsel</u>
Hon. Harvey Schlesinger Bryan Simpson United States Courthouse 300 North Hogan Street Jacksonville, FL 32202	Nathaniel C. Giddings HAUSFELD LLP 1700 K. St., NW, Suite 650 Washington, DC 20006 Telephone: 202-540-7200 Facsimile: 202-540-7201	Christopher Yates LATHAM & WATKINS LLP 505 Montgomery Street Suite 2000 San Francisco, CA 94111 Telephone: 415-395-8157

53. An objection to the B&L Settlement must be mailed to the addresses listed below, postmarked no later than **January 31, 2020**. Note that you may mail your objection to the Court, but it must be received by the Court and filed by that date.

Questions? Call 1-877-253-3649 or visit www.ContactLensSettlement.com

<u>Court</u>	<u>Class Counsel</u>	<u>B&L's Counsel</u>
Hon. Harvey Schlesinger Bryan Simpson United States Courthouse 300 North Hogan Street Jacksonville, FL 32202	Nathaniel C. Giddings HAUSFELD LLP 1700 K. St., NW, Suite 650 Washington, DC 20006 Telephone: 202-540-7200 Facsimile: 202-540-7201	Robin D. Adelstein NORTON ROSE FULBRIGHT US LLP 1301 Avenue of the Americas New York, NY 10019 Telephone 212-318-3304

54. If your objection is not postmarked and received by the deadline and does not include the information listed above, it will not be valid.

THE LAWYERS REPRESENTING YOU

55. The Court appointed the law firms of Hausfeld LLP, Scott+Scott, Attorneys at Law, LLP, and Robins Kaplan LLP as Lead Counsel. If you have any questions concerning the matters raised in this Notice, you may contact Lead Counsel, as follows:

Nathaniel C. Giddings HAUSFELD LLP 1700 K. St., NW, Suite 650 Washington, DC 20006 Telephone: 202-540-7200 Facsimile: 202-540-7201	Joseph P. Guglielmo SCOTT+SCOTT ATTORNEYS AT LAW LLP The Helmsley Building 203 Park Avenue, 17th Floor New York, New York 10169 Telephone: (212) 223-6444 Facsimile: (212) 223-6334 jguglielmo@scott-scott.com	Eamon O'Kelly ROBINS KAPLAN LLP 399 Park Avenue, Suite 3600 New York, NY 10022 Telephone: (212) 980-7400 Facsimile: (212) 980-7499
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56. You will not be charged for contacting these lawyers. As noted above, unless you elect to retain your own personal lawyer, if you remain in the Classes, you will not have any direct obligations to pay the costs of the litigation. If there is a recovery by one or more of the Classes in this Litigation, all costs and expenses, including Lead Counsel's attorneys' fees, will be paid from that recovery in an amount approved by the Court.

57. Lead Counsel will ask the Court for attorneys' fees of up to one-third (33.3%) of the \$3 million CVI Settlement and/or reimbursement for costs and expenses for their work in the Litigation. The fees and expenses awarded by the Court will be paid out of the CVI settlement funds.

58. Lead Counsel will ask the Court for attorneys' fees of up to one-third (33.3%) of the \$10 million B&L Settlement and/or reimbursement for costs and expenses for their work in the Litigation. The fees and expenses awarded by the Court will be paid out of the B&L settlement funds.

THE SETTLEMENT FAIRNESS HEARING

59. The Court will hold a hearing to decide whether to approve the CVI and B&L Settlements and any request for fees and expenses. You may attend and you may ask to speak, but you do not have to.

60. The Court will hold a Fairness Hearing at 2:15 p.m. on February 25, 2020, at the Bryan Simpson United States Courthouse, 300 North Hogan Street, Jacksonville, FL 32202 Courtroom 10C. The hearing may be moved to a different location or time without additional notice, so it is a good idea to check www.ContactLensSettlement.com for further information. At this hearing, the Court will consider the CVI and B&L Settlements and separately consider whether each settlement's plan

of distribution, any proposed attorneys' fees, expenses, and incentive awards are fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the CVI and B&L Settlement Agreements. We do not know how long these decisions will take.

61. You do not have to attend the Fairness Hearing. Lead Counsel will answer questions the Court may have. But, you or your own lawyer are welcome to attend at your expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend, but it is not necessary.

62. You may ask the Court for permission to speak at the Fairness Hearing. To speak at the Fairness Hearing, you must send a letter or other written document saying that the letter or document is your "Notice of Intention to Appear" in *In Re: Disposable Contact Lens Antitrust Litigation*, 3:15-md-02626-HES-JRK (M.D. Fl.). Be sure to include your name, address, telephone number, and your signature. You must send your "Notice of Intention to Appear" to the addresses listed in Paragraph 51 and 52, so it is postmarked and received no later than **January 31, 2020**.

LITIGATION CLASSES TRIAL

63. If the Litigation is not dismissed or settled, the Class Representatives will have to prove their claims at a trial. Please check www.ContactLensSettlement.com to be kept up-to-date on the date, time, and location of the trial. During the trial, a decision will be reached about whether the Class Representatives or Defendants are right about the claims in the lawsuit. There is no guarantee that the Class Representatives will win at trial and any outcome can be appealed.

64. Lead Counsel will present the case for the Class Representatives and the Classes, and the Defendants will present the defenses. You and/or your own lawyer are welcome to come at your own expense.

65. There is no way to know whether you will get money after the trial. If you do not exclude yourself from the Litigation Classes, and if the Class Representatives win at trial, you will need to prove that you are a member of one or more of the Litigation Classes to recover any money or other benefits from the Non-Settling Defendants.

66. If the Class Representatives win at trial, notice will be provided about how and when to make your individual claim for money or other benefits and what your other options are at that time. If the Non-Settling Defendants win at trial, you will not be able to make an individual claim for money or other benefits. Important information about the case will be posted on the website, www.ContactLensSettlement.com, as it becomes available.

PLEASE KEEP YOUR ADDRESS CURRENT

67. To assist the Court and the parties in maintaining accurate lists of Class Members, you are requested to keep your email and physical address up to date with the Administrator. You may update your addresses on the website, www.ContactLensSettlement.com.

68. If this Notice was forwarded to you by the postal service, or if it was otherwise sent to you at an address that is not current, you should immediately contact the Administrator at Disposable Contact Lens Settlement Administrator, P.O. Box 2995, Portland, OR 97208-2995 or by calling the Administrator toll free at 877-253-3649 and providing them with your correct address. If the Administrator does not have your correct address, you may not receive notice of important developments in this Litigation.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

69. This Notice provides only a summary of the lawsuit and the claims asserted by Class Representatives. For more detailed information regarding the Litigation, you may contact Lead Counsel or visit www.ContactLensSettlement.com. You may also contact the Administrator at the address listed at info@ContactLensSettlement.com.

70. Copies of the important pleadings, orders, and other documents filed in this Litigation are available at www.ContactLensSettlement.com or at <http://www.pacer.gov> or at the office of the Clerk of the Court, United States District Court for the Middle District of Florida, Jacksonville Division, 300 North Hogan Street, Jacksonville, Florida 32202, under Case No. 3:15-md-02626-HES.

**PLEASE DO NOT CALL OR WRITE
THE COURT OR CLERK OF THE COURT REGARDING THIS NOTICE.**

DATED: December 2, 2019

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA